

MAR. 2. 2006 5:10PM FOLEY 8587926773

NO. 4438 P. 20/39

EXHIBIT F

ASSET CONTRIBUTION AGREEMENT

THIS ASSET CONTRIBUTION AGREEMENT (this "Agreement") is made and entered into as of September 17, 2004 (the "Effective Date"), by and among ONCOMAX ACQUISITION CORP., a Delaware corporation (the "Company"), and SYMBIGENE, INC., a California corporation (the "Parent"), and ONCOMAX, INC., a California corporation (the "Subsidiary" and, together with the Parent, the "Contributors").

RECITALS

WHEREAS, the Contributors desire to contribute the Contributed Assets (as defined below) to the Company (the "Contribution") in exchange for [REDACTED] shares (the "Contribution Shares") of the Company's common stock, \$0.001 par value per share (the "Common Stock"),

WHEREAS, immediately after the Contribution, the Contributors will own all of the outstanding shares of Common Stock, which will further represent all of the outstanding capital stock of the Company;

WHEREAS, insofar as the Contribution is being made pursuant to a plan in exchange for all of the outstanding capital stock of the Company, the parties hereto intend the Contribution to be a tax-free transfer under Section 351 of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder (the "Code").

NOW, THEREFORE, in consideration of the premises and the representations, warranties and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

CONTRIBUTION OF CONTRIBUTED ASSETS.

1.1 **Definition of Contributed Assets.** As used in this Agreement, the term "Contributed Assets" shall mean those assets of the Contributors, including, without limitation, all of the assets listed on Exhibit A hereto, relating to the Contributors' portfolio of monoclonal antibody and fusion protein-related therapeutics with a primary focus on cancer treatment (the "Oncomax Technology Platform").

1.2 **Contribution; Issuance of Contribution Shares.** Subject to the terms and conditions of this Agreement, on and effective as of the Closing (as defined below): (i) each Contributor shall contribute all of its respective right, title and interest in and to the Contributed Assets to the Company free and clear of any liens or encumbrances of any kind whatsoever; and (ii) subject to Section 4 below, the Company shall issue to the Subsidiary, as consideration for the Contribution, the Contribution Shares.

1.3 **Closing.** The closing of the transactions contemplated by this Agreement (the "Closing") shall occur at 11:00 a.m. California time on the Effective Date, at the offices of Paul, Hastings, Janofsky & Walker LLP, 3579 Valley Centre Drive, San Diego, CA 92130, or at such

other time or place as the parties may mutually agree. At the Closing: (i) each Contributor shall effect the Contribution to the Company by executing and delivering to the Company the Bill of Sale attached as Exhibit B hereto (the "*Bill of Sale*") and the Patent Assignment attached as Exhibit C hereto (the "*Patent Assignment*" and, together with this Agreement and the Bill of Sale, the "*Contribution Documents*"); and (ii) the Company shall issue and deliver to the Subsidiary one or more stock certificate(s) evidencing the Contribution Shares.

1.4 Federal Income Tax Treatment. The parties intend that the Contribution between the Company and the Contributors shall be treated as a tax-free transfer under Section 351 of the Code. All provisions of this Agreement shall be interpreted and construed so as to effectuate such treatment, and the parties shall take appropriate action to ensure and report such treatment.

2. REPRESENTATIONS AND WARRANTIES OF THE CONTRIBUTORS. In connection with the transactions contemplated by this Agreement, each Contributor, jointly and severally, represents and warrants to the Company that:

2.1 Organization and Authority. Such Contributor is duly organized, validly existing and in good standing under the laws of the State of California and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement. All corporate action on the part of such Contributor, its officers and directors necessary for: (i) the authorization, execution and delivery of the Contribution Documents; and (ii) the performance of such Contributor's obligations under the Contribution Documents, including, without limitation, the Contribution, has been taken or will be taken prior to the Closing. Any and all actions required to be taken by the stockholders of each of the Parent and the Subsidiary in connection with the execution, delivery and performance of this Agreement has been taken or will be taken prior to the Closing.

2.2 Valid Agreement. The Contribution Documents constitute valid and legally binding obligations of such Contributor, enforceable in accordance with their respective terms, except: (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally; and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

2.3 No Conflict. Neither the execution of the Contribution Documents, nor the consummation by such Contributor of the transactions contemplated by the Contribution Documents, including, without limitation, the Contribution, will contravene such Contributor's certificate of incorporation or bylaws or constitute a violation of or default under, or conflict with, require a consent under, any contract, commitment, agreement, understanding, arrangement, restriction, law, statute, rule, regulation, judgment, order, injunction, suit, action or proceeding of any kind to which such Contributor is a party or by which such Contributor or any of its assets is bound.

2.4 Title to Contribution Assets; No Liens.

(a) To the extent that any Contributor acquired any rights, title and interest in and to any Contributed Assets from Celvax, Inc., a California corporation ("Celvax"), pursuant to that certain Agreement and Plan of Reorganization, dated as of May 16, 2003 and as amended on August 27, 2003 and December 31, 2003 (the "Celvax Acquisition Agreement"), by and among the Contributors, Celvax and Jean Ma, Ph.D. (such Contributed Assets acquired pursuant to the Celvax Acquisition Agreement being referred to herein as the "Celvax-Related Assets"): (i) the Contributors acquired all rights, title and interest in and to such Celvax-Related Assets, free and clear of any liens or encumbrances as of the Closing (as defined in the Celvax Acquisition Agreement); (ii) such Contributor owns all rights, title and interest in and to, and has the right to transfer to the Company, that portion of such Celvax-Related Assets to be transferred by such Contributor to the Company in connection with the Contribution; and (ii) as of the Closing, the Celvax-Related Assets will be free and clear of any liens or encumbrances.

(b) With respect to all Contributed Assets other than the Celvax-Related Assets (the "Non-Celvax-Related Assets"), such Contributor owns all right, title and interest in and to, and has the right to transfer to the Company, that portion of the Non-Celvax-Related Assets to be transferred by such Contributor to the Company in connection with the Contribution. As of the Closing, the Non-Celvax-Related Assets will be free and clear of any liens or encumbrances.

2.5 Intellectual Property.

(a) Exhibit A accurately identifies each patent and patent application included in the Contributed Assets (the "Contributed Patents").

(b) All documents and instruments necessary to perfect the rights of the Contributors in the Contributed Patents have been validly executed, delivered, and filed in a timely manner with the appropriate patent office.

(c) Each Contributed Patent is and at all times has been in compliance with all legal requirements and all filings, payments, and other actions required to be made or taken to maintain such Contributed Patent in full force and effect have been made by the applicable deadline.

(d) Such Contributor has informed the Company of each action, filing, and payment that must be taken or made on or before the date that is ninety (90) days after the Closing in order to maintain each Contributed Patent in full force and effect.

(e) Such Contributor is not aware of any intellectual property right of a third party that would be infringed or misappropriated by (i) using, making, selling, or importing a product or performing a process covered by any Contributed Patent, or (ii) using any other Contributed Asset.

(f) Such Contributor has taken all reasonable steps to maintain the confidentiality of any confidential information or trade secret included in the Contributed Assets and to otherwise protect and enforce its rights in the Contributed Assets.

(g) To such Contributor's knowledge, the name "Oncomax" does not infringe, conflict with, or interfere with any trademark or trade name owned, used, or applied for by any third party.

2.6 Investment Experience. The Subsidiary has experience investing in securities of companies in the development stage and acknowledges that it is able to fend for itself, can bear the economic risk of its investment and has such knowledge and experience in financial or business matters such that it is capable of evaluating the merits and risks of the investment in the Contribution Shares. The Subsidiary also represents it has not been organized for the purpose of acquiring the Contribution Shares.

2.7 Investment Intent. The Subsidiary is acquiring the Contribution Shares for investment for such Subsidiary's own account and not with a view to, or for resale in connection with, any distribution thereof. The Subsidiary understands that the Contribution Shares have not been registered under the Securities Act of 1933, as amended (the "Act"), by reason of a specific exemption from the registration provisions of the Act that depends upon, among other things, the bona fide nature of the investment intent as expressed herein.

2.8 Rule 144. The Subsidiary acknowledges that the Contribution Shares must be held indefinitely unless subsequently registered under the Act, or unless an exemption from such registration is available. The Subsidiary is aware of the provisions of Rule 144 promulgated under the Act that permit limited resale of securities purchased in a private placement subject to the satisfaction of certain conditions. The Subsidiary understands that the exemptions from registration afforded by Rule 144 of the Act are not presently available with respect to the Contribution Shares.

REPRESENTATIONS AND WARRANTIES OF THE COMPANY. In connection with the transactions contemplated by this Agreement, the Company represents and warrants to the Contributors that:

3.1 Organization. The Company is duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement. All corporate action on the part of the Company, its officers and directors necessary for: (i) the authorization, execution and delivery of the Contribution Documents; and (ii) the performance of the Company's obligations under the Contribution Documents, including, without limitation, the issuance of the Contribution Shares to the Subsidiary, has been taken or will be taken prior to the closing.

3.2 Valid Agreement. The Contribution Documents constitute valid and legally binding obligations of the Company, enforceable in accordance with their respective terms, except: (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally; and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

3.3 No Conflict. Neither the execution of the Contribution Documents, nor the consummation by the Company of the transactions contemplated by the Contribution Documents, including, without limitation, the issuance of the Contribution Shares to the Subsidiary, will contravene the Company's certificate of incorporation or bylaws or constitute a violation of or default under, or conflict with or require a consent under, any contract, commitment, agreement, understanding, arrangement, restriction, law, statute, rule, regulation, judgment, order, injunction, suit, action or proceeding of any kind to which the Company is a party or by which the Company or any of its assets is bound.

3.4 Contribution Shares. The Contribution Shares have been duly and validly authorized and, when issued and delivered to the Subsidiary as provided herein, will be duly and validly issued, fully paid and nonassessable. As of the Closing, the Contribution Shares shall constitute all of the outstanding capital stock of the Company. Assuming the accuracy of the representations and warranties of the Contributors contained in Section 2 of this Agreement, the offer, sale and issuance of the Contribution Shares to the Subsidiary are and will be exempt from the registration and prospectus delivery requirements of the Act, and have been registered or qualified (or are exempt from registration and qualification) under the registration, permit, or qualification requirements of all applicable state securities laws.

VESTING AND REPURCHASE OF CONTRIBUTION SHARES.

4.1 Vesting. One hundred percent (100%) of the Contribution Shares held by the Subsidiary in connection with the transactions contemplated hereby shall initially be subject to the Repurchase Option (as defined below). Thereafter, the Contribution Shares shall vest and be released from the Repurchase Option as follows:

(a) So long as Dr. Yajun Guo ("Guo") and Dr. Jing Ma ("Ma") continue to provide services to the Company pursuant to the terms of that certain Consulting Agreement, dated as of September 17, 2004, by and between the Company and Ma (the "Guo/Ma Consulting Agreement"), or to provide services substantially similar to those provided pursuant to the Guo/Ma Consulting Agreement in connection with any other consulting or employment arrangement with the Company, [REDACTED] of the Contribution Shares (the "Guo/Ma Contingency Shares") shall vest and be released from the Repurchase Option such that: (i) [REDACTED] of the Guo/Ma-Contingency Shares shall vest and be released on the date of the Closing; and (ii) the remaining Guo/Ma-Contingency Shares shall vest and be released from the Repurchase Option in equal monthly installments of [REDACTED] over the 35 months following the date of the Closing, with [REDACTED] Guo/Ma-Contingency Shares vesting and being released on the first month following the date of the Closing. Notwithstanding anything to the contrary set forth herein, the Repurchase Option shall lapse and all Guo/Ma-Contingency Shares subject to such Repurchase Option shall immediately become fully vested upon: (i) the simultaneous death of both Guo and Ma; or (ii) any date that either Guo's or Ma's relationship with the Company is terminated by the Company without "cause" (as defined below), such that either Guo or Ma is no longer providing services to the Company pursuant to the terms of the Guo/Ma Consulting Agreement or providing services substantially similar to those provided pursuant to the Guo/Ma Consulting Agreement in connection with any other consulting or employment arrangement with the Company. Solely for purposes of this Section 4.1(a), the term "cause" shall mean: (i) the occurrence of any felony conviction of Guo or Ma or commission by Guo or Ma of any crime

involving moral turpitude or dishonesty; (ii) participation by Guo or Ma in any fraud or act of dishonesty against the Company; (iii) willful and material breach by Guo or Ma of his or her duties to the Company pursuant to the Guo/Ma Consulting Agreement or any other written agreement with the Company that has not been cured within thirty (30) days after Guo's or Ma's receipt of written notice from the Company of such breach; (iv) intentional and material damage caused by Guo or Ma to the Company's property; (v) any decision by the Company decides to suspend its development or commercial activities related to fusion protein products; (vi) any determination by the Company that it is insolvent and has other needs for any remaining capital.

(b) So long as Dr. Johnson Liu ("Liu") continues to provide services to the Company pursuant to the terms of that certain Consulting Agreement, dated as of September 17, 2004, by and between the Company and Liu (the "*Liu Consulting Agreement*") or to provide services substantially similar to those provided pursuant to the Liu Consulting Agreement in connection with any other consulting or employment arrangement with the Company, [REDACTED] of the Contribution Shares (the "*Liu-Contingency Shares*") shall vest and be released from the Repurchase Option such that: (i) [REDACTED] of the Liu-Contingency Shares shall vest and be released on the date of the Closing, and (ii) the remaining Liu-Contingency Shares shall vest and be released from the Repurchase Option in equal monthly installments of [REDACTED] over the 35 months following the date of the Closing, with [REDACTED] Liu-Contingency Shares vesting and being released on the 36th month following the date of the Closing. Notwithstanding anything to the contrary set forth herein, the Repurchase Option shall lapse and all Liu-Contingency Shares subject to such Repurchase Option shall immediately become fully vested upon: (i) the death of Liu; or (ii) any date that Liu's relationship with the Company is terminated by the Company without "cause" (as defined below), such that Liu is no longer providing services to the Company pursuant to the terms of the Liu Consulting Agreement or providing services substantially similar to those provided pursuant to the Liu Consulting Agreement in connection with any other consulting or employment arrangement with the Company. Solely for purposes of this Section 4.1(b), the term "cause" shall mean: (i) the occurrence of any felony conviction of Liu or commission by Liu of any crime involving moral turpitude or dishonesty; (ii) participation by Liu in any fraud or act of dishonesty against the Company; (iii) willful and material breach by Liu of his duties to the Company pursuant to the Liu Consulting Agreement or any other written agreement with the Company that has not been cured within thirty (30) days after Liu's receipt of written notice from the Company of such breach; or (iv) intentional and material damage caused by Liu to the Company's property.

4.2 Repurchase Option.

(a) In the event that Guo's or Ma's relationship with the Company terminates for any reason, such that either Guo or Ma is no longer providing services to the Company pursuant to the terms of the Guo/Ma Consulting Agreement or providing services substantially similar to those provided pursuant to the Guo/Ma Consulting Agreement in connection with any other consulting or employment arrangement with the Company, then the Company shall have an revocable option (the "*Repurchase Option*"), exercisable for a period of ninety (90) days after such termination, or such longer period as may be agreed to by the Company and the Subsidiary, to repurchase from the Subsidiary up to that number of Guo/Ma-Contingency Shares that have been vested as of such termination date in accordance with the provisions of Section 4.1(a), at a price per share (the "*Option Price*") equal to the lesser of: (i) [REDACTED] per share, which is the

original price per share paid by the Subsidiary for such Guo/Ma-Contingency Shares pursuant to this Agreement, as determined in good faith by the Company's Board of Directors; or (ii) the fair market value per Guo/Ma-Contingency Share, as determined in good faith by the Company's Board of Directors, as of the date of such repurchase.

(b) In the event that Liu's relationship with the Company terminates for any reason, such that Liu is no longer providing services to the Company pursuant to the terms of the Liu Consulting Agreement or providing services substantially similar to those provided pursuant to the Liu Consulting Agreement in connection with any other consulting or employment arrangement with the Company, then the Company shall have a Repurchase Option, exercisable for a period of ninety (90) days after such termination, or such longer period as may be agreed to by the Company and the Subsidiary, to repurchase from the Subsidiary up to that number of Liu-Contingency Shares that have not vested as of such termination date in accordance with the provisions of Section 4.1(b), at an Option Price equal to the lesser of (i) [REDACTED] per share the original price per share paid by the Subsidiary for such Liu-Contingency Shares pursuant to this Agreement, as determined in good faith by the Company's Board of Directors; or (ii) the fair market value per Liu-Contingency Share, as determined in good faith by the Company's Board of Directors, as of the date of such repurchase.

(c) Notwithstanding the provisions of Sections 4.2(a) or 4.2(b), the Subsidiary hereby acknowledges that the Company has no obligation, either now or in the future, to repurchase any of the Contribution Shares, whether vested or unvested. Further, the Subsidiary acknowledges and understands that, in the event that the Company elects to exercise its Repurchase Option with respect to any of the Contribution Shares, the Option Price may be less than the price per share originally paid by the Subsidiary for the Contribution Shares and that the Subsidiary bears any risk associated with the potential loss in value.

4.3 Exercise of Repurchase Option. In the event that the Company elects to exercise its Repurchase Option with respect to any of the Contribution Shares, such Repurchase Option shall be exercised by written notice signed by an officer of the Company or by any assignee or assignees of the Company and delivered or mailed to the Subsidiary as provided in Section 8.2. Such notice shall identify the number of Contribution Shares to be purchased and shall notify the Subsidiary of the time, place and date for settlement of such purchase, which shall be scheduled by the Company within the term of the Repurchase Option set forth in Section 8.2 above. The Company shall be entitled to pay the aggregate Option Price for any Contribution Shares purchased pursuant to its Repurchase Option, at the Company's option, in cash or by offset against any indebtedness then owing to the Company by the Subsidiary, or by a combination of both. Upon delivery of such notice and payment of the aggregate Option Price for all Contribution Shares being repurchased, the Company shall become the legal and beneficial owner of the Contribution Shares being repurchased, and all rights and interest therein related thereto, and the Company shall have the right to transfer to its own name the Contribution Shares being repurchased by the Company, without further action by the Subsidiary.

4.4 Adjustments to Stock. If, from time to time during the term of the Repurchase Option, there occurs any change affecting the Company's outstanding Common Stock as a class which is effected without the receipt of consideration by the Company (through merger,

consolidation, reorganization, reincorporation, stock dividend, dividend in property other than cash, stock split, liquidating dividend, combination of shares, change in corporation structure or other transaction not involving the receipt of consideration by the Company), then any and all new, substituted or additional securities or other property to which the Subsidiary is entitled by reason of the Subsidiary's ownership of the Contribution Shares shall be immediately subject to the Repurchase Option. Upon the occurrence of any such event, the Option Price per Contribution Share payable upon exercise of the Repurchase Option shall be appropriately adjusted.

5. **ABANDONMENT OF ONCOMAX TECHNOLOGY PLATFORM BY CONTRIBUTORS.** Each of the parties hereto expressly acknowledges and agrees that it is the intent of such parties that, from and after the transfer of the Contributed Assets to the Company at the Closing, the Company shall have the exclusive (as between the Company and each Contributor) right to use, exploit, develop and commercialize the Oncomax Technology Platform. Accordingly, each Contributor agrees that, from and after the transfer of the Contributed Assets to the Company at the Closing, it shall abandon all efforts to use, exploit, develop or commercialize the Oncomax Technology Platform. Without limiting the generality of the foregoing, each Contributor expressly agrees that it will not directly, and will not assist or enable any third party to, use, exploit, develop or commercialize the Oncomax Technology Platform in any manner, including, without limitation, by making, having made, using, selling, offering for sale, or importing any product or composition of matter based on the Oncomax Technology Platform or by using any process based on the Oncomax Technology Platform.

6. **MARKET STAND-OFF AGREEMENT.** In connection with the Subsidiary's acquisition of the Contribution Shares pursuant to this Agreement, each of the Contributors acknowledges and agrees that it shall not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any Common Stock held by the Contributors, including, without limitation, the Contribution Shares (the "*Restricted Securities*"), for a period of time (not to exceed one hundred eighty (180) days) specified by the Company's managing underwriter(s) following the effective date of a registration statement of the Company filed under the Act relating to the initial public offering of the Common Stock. Each Contributor agrees to execute and deliver such other agreements consistent with the foregoing or necessary to give further effect thereto as may be reasonably requested by the Company and/or the managing underwriter(s). In order to enforce this Section 6, the Company may impose stop-transfer instructions with respect to any Restricted Securities held by the Contributors until the end of such period during which the restrictions specified by this Section 6 apply. The underwriters of the Company's stock are intended third party beneficiaries of this Section 6 and shall have the right, power and authority to enforce the provisions hereof as though they parties to this Agreement.

7. **INDEMNIFICATION.** Each of the Contributors, jointly and severally, agrees to indemnify, defend and hold harmless the Company and its affiliates, directors, stockholders, employees, agents and representatives (collectively, the "*Indemnified Parties*") from and against any claims, suits, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, (collectively, "*Claims*") resulting from or relating to any breach of any representation, warranty or covenant of the Contributors set forth in this Agreement.

8. MISCELLANEOUS.

8.1 Further Assurances. In addition to the actions, documents and instruments specifically required to be taken or delivered by the Contribution Documents, whether on or from time to time after the Closing, and without further consideration, each party hereto shall use its reasonable best efforts to, and shall use their reasonable best efforts to cause their respective affiliates to, take such other actions, and execute and/or deliver such other certificates, documents and instruments, as the other party hereto or its counsel may reasonably request in order to effectuate and perfect the transactions contemplated by the Contribution Documents, including, without limitation, such actions as may be necessary to effect the Contribution, to place the Company in possession or control of all of the rights, title and interest in and to the Contributed Assets and to enable the Company to exercise and enjoy all rights and benefits of the Contributors with respect thereto.

8.2 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day; (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective parties at the following addresses (or at such other addresses as shall be specified by notice given in accordance with this Section 8.2):

If to the Company:	Oncomax Acquisition Corp. c/o Enterprise Partners Venture Capital 2223 Avenida de la Playa, Suite 300 La Jolla, CA 92037 Attention: Krisztina Zsebo Telephone: (858) 731-0300 Facsimile: (858) 454-9069
With a copy to:	Carl R. Sanchez, Esq. Paul, Hastings, Janofsky & Walker LLP 3579 Valley Centre Drive San Diego, CA 92130 Telephone: (858) 720-2711 Facsimile: (858) 720-2555
If to the Contributors:	Symbigene, Inc. 2701 Loker Avenue West Carlsbad, CA 92008 Attention: Telephone: Facsimile

With a copy to:

Jack Goldman, Esq.
Miller & Holguin
1801 Century Park East, 7th Floor
Los Angeles, CA 90067
Telephone: (310) 556-1990
Facsimile: (310) 557-2205

8.3 Expenses. The Company and each Contributor shall each bear its respective expenses and legal fees incurred with respect to this Agreement and the transactions contemplated herein.

8.4 Waiver; Amendment. It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party hereto, upon any breach or default of the other party under this Agreement or any of the other Contribution Documents shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default heretofore or thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character by any party hereto of any breach or default under this Agreement, or any waiver by any party hereto of any provisions or conditions of this Agreement must be in writing and shall be effective only to the extent specifically set forth in writing and that all remedies, either under this Agreement, or by law or otherwise afforded to each party hereto shall be cumulative and not alternative. No amendment of any provision of this Agreement or consent to departure therefrom shall be effective unless in writing and approved by the Company and each of the Contributors.

8.5 Binding and Entire Agreement. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. This Agreement, together with the exhibits and schedules hereto and thereto and each of the other Contribution Documents, constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof no party shall be liable or bound to any other party in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein and therein.

8.6 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then: (i) such provision shall be excluded from this Agreement; (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded; and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

8.7 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California as applied to agreements among California residents, made and to be performed entirely within the State of California, without giving effect to conflicts of laws principles.

8.8 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

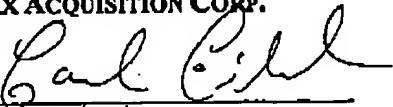
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IN WITNESS WHEREOF, the parties have duly executed this ASSET CONTRIBUTION AGREEMENT as of the Effective Date.

COMPANY:

ONCOMAX ACQUISITION CORP.

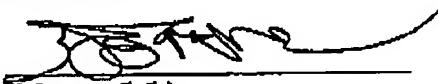
By:


Carl Eibl
Secretary & Treasurer

CONTRIBUTORS:

SYMBIGENE, INC.

By:


Johnson J. Liu
Chairman and Chief Executive Officer

ONCOMAX, INC.

By:

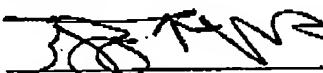

Johnson J. Liu
Chairman and Chief Executive Officer

EXHIBIT A**LIST OF CONTRIBUTED ASSETS**

1. Foreign counterparts of People's Republic of China Patent Application, Serial No. 03129123.6, filed on June 6, 2003, entitled "HUMAN OR CHIMERIC TUMOR SPECIFIC ANTIBODY, RELATED ANTIGEN AND USES THEREOF" and the inventions described therein.
2. Foreign counterparts of People's Republic of China Patent Application, Serial No. 03129290.9, filed on June 12, 2003, entitled "ANTI-TUMOR DUAL FUNCTION FUSION PROTEINS AND METHODS OF PREPARING AND USING THE SAME" and the inventions described therein.
3. Foreign counterparts of People's Republic of China Patent Application, Serial No. 2003 1011 99264 filed on November 25, 2003, entitled "ANTIBODIES SPECIFIC FOR CANCER ASSOCIATED ANTIGEN SMS-1 AND USES THEREOF" and the inventions described therein.
4. Foreign counterparts of People's Republic of China Patent Application, Serial No. 2003 1011 99300 filed on November 25, 2003, entitled "PREPARATION AND APPLICATION OF ANTI-TUMOR BIFUNCTIONAL FUSION PROTEINS" and the inventions described therein.
5. United States Patent Application, Serial No. 10/722,849, filed on November 26, 2003, entitled "ANTIBODIES SPECIFIC FOR CANCER ASSOCIATED ANTIGEN SMS-1 AND USES THEREOF" and the inventions described therein.
6. United States Patent Application, Serial No. 10/723,003, filed on November 26, 2003, entitled "PREPARATION AND APPLICATION OF ANTI-TUMOR BIFUNCTIONAL FUSION PROTEINS" and the inventions described therein.
7. All monoclonal antibodies and fusion proteins (including Oncomax 828), assay components, reagents, biological materials, cell lines, isolated genes, protein samples, chemical compositions or structures, formulae, data, diagrams, inventions (whether or not patentable), know-how, logos, marks, methods, processes, proprietary information, specifications, techniques, works of authorship, and other forms of technology owned by the Contributors (the "Technology") and relating to the Oncomax Technology Platform including any Technology which resulted from the research conducted pursuant to that certain Sponsored Research Agreement dated as of December 1, 1998, to conduct research projects titled "Humanized or chimeric tumor antibody, its related antigen, and applications" and "Anticancer bifunctional fusion protein and its preparation and applications".
8. All patents, copyrights, trade secret rights, other proprietary rights in the Technology, and all applications for any of these rights owned by the Contributors and relating to the Oncomax Technology Platform including any Technology which resulted from the research conducted pursuant to that certain Sponsored Research Agreement dated as of December 1, 1998, to conduct research projects titled "Humanized or chimeric tumor antibody, its related antigen, and applications" and "Anticancer bifunctional fusion protein and its preparation and applications".

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antigen, and applications" and "Anticancer bifunctional fusion protein and its preparation and applications" (the "*Intellectual Property Rights*").

9. All tangible embodiments of the Technology and Intellectual Property Rights described in paragraphs 7 and 8, including, without limitation, documents, laboratory notebooks, reports, records, databases, and other media containing such Technology and Intellectual Property Rights.

10. All rights to the trade name "Oncomax".

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EXHIBIT B**BILL OF SALE**

THIS BILL OF SALE is executed and delivered as of September 17, 2004 by SYMBIGENE, INC., a California corporation (the "Parent"), and ONCOMAX, INC., a California corporation (the "Subsidiary" and, together with the Parent, the "Contributors"), in favor of ONCOMAX ACQUISITION CORP., a Delaware corporation (the "Company"), and. All capitalized terms used but not defined herein shall have the meanings given them in that certain Asset Contribution Agreement, dated as of September 17, 2004, by and among the Company and the Contributors (the "Contribution Agreement").

In accordance with the terms of the Contribution Agreement, each of the Contributor hereby sells, conveys, transfers, assigns and delivers to the Company and its successors and assigns all of such Contributor's respective right, title and interest in and to the Contributed Assets, free and clear of any liens or encumbrances of any kind whatsoever. Each of the Contributors, at any time at or after the date hereof, will execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents, and instruments of transfer reasonably requested by the Company and will take any other action consistent with the terms of the Contribution Agreement and this Bill of Sale that may reasonably be requested by the Company for the purpose of assigning, transferring, granting, conveying and confirming to the Company, or reducing to the Company's possession, any or all of the Contributed Assets.

Effective as of the Closing, each Contributor hereby irrevocably nominates, constitutes and appoints the Company as the true and lawful attorney-in-fact of such Contributor, with full power of substitution, and hereby authorizes the Company, in the name and on behalf of such Contributor, to execute, deliver, acknowledge, certify, file and record (in the name of such Contributor or otherwise) any deeds, assignments, conveyances, instruments or other documents, and to institute and prosecute (in the name of such Contributor or otherwise) any action or proceeding that the Company may in its sole discretion deem appropriate, in each case for the purpose of: (i) collecting, asserting, enforcing or perfecting any claim, right, title or interest of any kind that is included in or relates in any way to any of the Contributed Assets; or (ii) defending or compromising any arbitration, suit, litigation or proceeding relating in any way to any of the Contributed Assets. The foregoing powers are and shall be coupled with an interest and are and shall not be revocable by any Contributor in any manner or for any reason.

This Bill of Sale is subject to, and shall be construed in accordance with, the Contribution Agreement, and in the event of a conflict between the provisions of this Bill of Sale and the provisions of the Contribution Agreement, the provisions of the Contribution Agreement shall prevail.

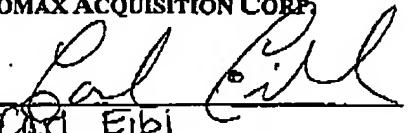
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IN WITNESS WHEREOF, the parties have duly executed this BILL OF SALE as of
the Effective Date.

COMPANY:

ONCOMAX ACQUISITION CORP.

By:


Carl Eibi
Secretary & Treasurer

CONTRIBUTORS:

SYMBIGENE, INC.

By:


Johnson J. Liu
Chairman and Chief Executive Officer

ONCOMAX, INC.

By:


Johnson J. Liu
Chairman and Chief Executive Officer

N96667.10

EXHIBIT C

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT is executed and delivered as of September 17, 2004 by SYMBIGENE, INC., a California corporation (the "Parent"), and ONCOMAX, INC., a California corporation (the "Subsidiary" and, together with the Parent, the "Contributors"), in favor of ONCOMAX ACQUISITION CORP., a Delaware corporation (the "Company"), and. All capitalized terms used but not defined herein shall have the meanings given them in that certain Asset Contribution Agreement, dated as of September 17, 2004, by and among the Company and the Contributors (the "Contribution Agreement").

In accordance with the terms of the Contribution Agreement, each of the Contributors hereby sells, assigns, transfers, conveys and delivers to the Company all of such Contributor's right, title and interest in, to and under the United States and foreign patents and patent applications set forth on Schedule 1 hereto (collectively, the "Patents"), including the right to apply for letters patent in any and all such jurisdictions based on such Patents, and including all divisional, renewal, substitute, continuation, continuation-in-part, reexamination, reissue, foreign counterpart, extension, and convention applications or patents based in whole or in part upon such Patents, and any and all letters patent that may issue thereon, in any and all such jurisdictions, to the full end of the term or terms for which said letters patent may be issued, and every priority right that is or may be predicated upon or arise from the foregoing, including, without limitation, any and all choses in action and any and all claims and demands, both at law and in equity, that such Contributor has or may have for damages or profits accrued or to accrue on account of the infringement of any of said letters patents and/or patent applications, all of the foregoing to be held and enjoyed by the Company for its own use and benefit and for the use and benefit of its successors and assigns to be used as fully and entirely as said rights would have been held and enjoyed by such Contributor if this assignment had not been made.

Each Contributor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to record the transfer of the Patents to the Company as the successor of such Contributor's entire right, title and interest in, to and under the Patents, and to issue to the Company all letters patent and other items referred to above which may issue with respect to the Patents, in accordance with this Patent Assignment.

Each Contributor hereby further agrees that it will, at the expense of the Company, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue, reexamination, and substitute applications, make all lawful oaths, and generally do everything possible to vest title in the Company and to aid the Company and its successors, assigns and legal representatives in obtaining and enforcing proper protection for the Patents and the other rights provided for herein in such jurisdictions as the Company may elect.

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IN WITNESS WHEREOF, the parties have caused this PATENT ASSIGNMENT to be executed and delivered as of the date first written above.

COMPANY:

ONCOMAX ACQUISITION CORP.

By:


Carl Ebl
Secretary & Treasurer

CONTRIBUTORS:

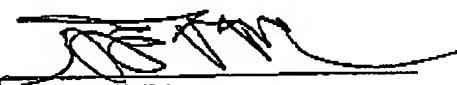
SYMBIGENE, INC.

By:


Johnson J. Lin
Chairman and Chief Executive Officer

ONCOMAX, INC.

By:


Johnson J. Liu
Chairman and Chief Executive Officer

SCHEDULE I

1. United States Patent Application, Serial No. 10/722,849, filed on November 26, 2003, entitled "ANTIBODIES SPECIFIC FOR CANCER ASSOCIATED ANTIGEN SMS-1 AND USES THEREOF" and the inventions described therein.
2. United States Patent Application, Serial No. 10/723,003, filed on November 26, 2003, entitled "PREPARATION AND APPLICATION OF ANTI-TUMOR BIFUNCTIONAL FUSION PROTEINS" and the inventions described therein.

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